

Prepared with the advice of Mississippi counsel by: Haynes and Boone, LLP 2505 N. Plano Road Suite 4000 Richardson, Texas 75082-4101 Attn: Sandra G. Wilkinson, Esq. Tel: 972-739-8604	When recorded, return to: c/o Hillwood Development Company, LLC Three Lincoln Centre 5430 LBJ Freeway, Suite 800 Dallas, Texas 75240 Attn: Melinda Northrup Tel: 972-201-2889
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Indexing Instructions: The real property described herein is situated in the Southwest and Southeast Quarters of Section 12, Township 2 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi.

SPECIAL WARRANTY DEED

THAT MISSISSIPPI PURCHASE CORPORATION, a Mississippi corporation ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by DTC 5A, L.P., a Delaware limited partnership ("Grantee"), whose address is c/o Hillwood Development Company, LLC, Three Lincoln Centre, 5430 LBJ Freeway, Suite 800, Dallas, Texas 75240 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, (i) all right, title, and interest in that certain tract of real property situated in DeSoto County, Mississippi and described in Exhibit A attached hereto and made a part hereof for all purposes, together with (ii) all right, title, and interest in all and singular the rights, privileges, hereditaments and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon, and (iii) all right, title, and interest in to any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same (collectively, the "Property"). Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iii) above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances, and other matters described in Exhibits B and C attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

**REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOWS.**

Special Warranty Deed
DeSoto Property—Bldg 5A
R-108552_2.DOC

After Recording, Return To:
Baskin, McCarroll, McCaskill & Campbell, PA
PO Box 190
Southaven, MS 38671
(662) 349-0664
File No: 904140 Initials: SDH

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IN WITNESS WHEREOF, Grantor has executed this instrument on the date beneath its signature, to be effective as of the 17 day of June, 2005.

GRANTOR:

MISSISSIPPI PURCHASE CORPORATION,
a Mississippi corporation

By: HL D. Crenshaw
Name: Hal D. Crenshaw
Title: President
Date: June 17, 2005

Grantor:

c/o Hal Crenshaw
160 Cherry Road
Memphis, Tennessee 38117
Tel: 901-683-5865

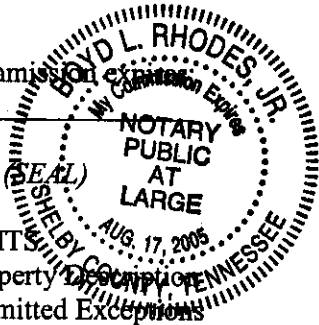
Grantee:

c/o Hillwood Development Company, LLC
Three Lincoln Centre
5430 LBJ Freeway, Suite 800
Dallas, Texas 75240
Tel: 972-201-2889

THE STATE OF Tennessee §
COUNTY OF Shelby §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2005, within my jurisdiction, the within named Hal D. Crenshaw, who acknowledged to me that he is President of Mississippi Purchase Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

My commission expires



[Signature]
Notary Public

EXHIBITS

- A - Property Description
- B - Permitted Exceptions
- C - Disclaimers, Releases and Other Covenants

EXHIBIT A

to

Special Warranty Deed

PROPERTY DESCRIPTION

DTC Phase II – Building 5A

DTC PHASE II – BLDG. 5A & ROADS

Lot 5, Road A, Road B, Road B Expansion and Pepper Chase South

Commencing at a buggy axle found at the recognized and accepted Southwest corner of Section 12, Township 2 South, Range 8 West in the City of Southaven, Desoto County, Mississippi; thence North 89 Degrees 56 Minutes 19 Seconds East with the south line of said Section 12 a distance of 1651.80 feet to a point in the east line of Revised, Phase I, Trinity Lakes PUD as recorded in Plat Book 73 Pages 32-34 (found iron pin 0.4 feet south), said point being the true point of beginning; thence North 05 Degrees 01 Minutes 51 Seconds West with said east line a distance of 585.41 feet to an iron pin set at an angle point in said east line; thence North 15 Degrees 18 Minutes 48 Seconds West with said east line a distance of 168.69 feet to an iron pin set on a curve in the south line of Lakemont Drive (50 foot right of way); thence northeastwardly along a curve to the right having a radius of 575.00 feet with the south line of Lakemont Drive a distance of 9.93 feet (chord = North 75 Degrees 15 Minutes 27 Seconds East 9.93 feet, Delta = 00 Degrees 59 Minutes 22 Seconds) to an iron pin set in an east line of said Revised, Phase I, Trinity Lakes PUD; thence North 20 Degrees 20 Minutes 22 Seconds West with said east line a distance of 247.99 feet to a point; thence South 89 Degrees 58 Minutes 06 Seconds East a distance of 1130.86 feet to a point; thence North 45 Degrees 01 Minutes 54 Seconds East a distance of 28.28 feet to a point; thence North 00 Degrees 01 Minutes 54 Seconds East a distance of 1131.04 feet to a point of curvature; thence northeastwardly along a curve to the right having a radius of 859.00 feet a distance of 173.66 feet (chord = North 05 Degrees 49 Minutes 23 Seconds East 173.36 feet, Delta = 11 Degrees 34 Minutes 59 Seconds) to a point of tangency; thence North 11 Degrees 36 Minutes 53 Seconds East a distance of 70.70 feet to a point on curve in the south line of South Road; thence southeastwardly along said curve with the southwest line of South Road a distance of 68.02 feet (chord = South 78 Degrees 23 Minutes 07 Seconds East 68.00 feet, Delta = 04 Degrees 32 Minutes 13 Seconds) to a point; thence South 11 Degrees 36 Minutes 53 Seconds West a distance of 70.70 feet to a point of curvature; thence southwestwardly along a curve to the left having a radius of 791.00 feet a distance of 159.91 feet (chord = South 05 Degrees 49 Minutes 23 Seconds West 159.64 feet, Delta = 11 Degrees 34 Minutes 59 Seconds) to a point of tangency; thence South 00 Degrees 01 Minutes 54 Seconds West a distance of 1131.04 feet to a point; thence South 44 Degrees 58 Minutes 06 Seconds East a distance of 28.28 feet to a point; thence South 89 Degrees 58 Minutes 06 Seconds East a distance of 1567.04 feet to a point; thence North 41 Degrees 02 Minutes 02 Seconds East a distance of 26.24 feet to a point; thence South 89 Degrees 58 Minutes 06 Seconds East a distance of 68.67 feet to a point in the west line of Interstate I-55 (right of way varies); thence South 07 Degrees 57 Minutes 50 Seconds East with the west line of Interstate I-55 a distance of 1005.75 feet to an iron pin found in the north line of the College Road Land Co., Inc. property as described in Book 375 Page 186, said iron pin being the in the south line of said Section 12; thence South 89 Degrees 56 Minutes 19 Seconds West with said north line a distance of 68.65 feet to a point; thence North 07 Degrees 57 Minutes 50 Seconds West a distance of 897.19 feet to a point; thence North 48 Degrees 57 Minutes 58 Seconds West a distance of 30.19 feet to a point; thence North 89 Degrees 58 Minutes 06 Seconds West a distance of 665.25 feet to a point; thence South 00 Degrees 03 Minutes 41 Seconds East a distance of 909.59 feet to a point in the north line of the College Road Land Co., Inc. property as described in Book 375 Page 186, said point being the in the south line of said Section 12;

Special Warranty Deed
Exhibits

thence South 89 Degrees 56 Minutes 19 Seconds West with said north line a distance of 1978.66 feet point of beginning and containing 2204103 square feet or 50.60 acres.

**Special Warranty Deed
Exhibits**

EXHIBIT B
to
Special Warranty Deed

PERMITTED EXCEPTIONS

1. Right of way to Mississippi Power & Light, filed March 2, 1948 at 9:30 a.m. and recorded in Book 33, Page 524, of the land records of DeSoto County, Mississippi.

EXHIBIT C
to
Special Warranty Deed

DISCLAIMERS, RELEASES AND OTHER COVENANTS

Grantee acknowledges that, except for the special warranty of title contained in this Special Warranty Deed, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that **EXCEPT AS EXPRESSLY PROVIDED IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 14 OF THAT CERTAIN AGREEMENT FOR PURCHASE AND SALE, DATED OF EVEN DATE HERewith, REGARDING THE PROPERTY BY AND AMONG GRANTOR, AFFILIATES OF GRANTOR, AND AFFILIATES OF GRANTEE, GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION (INCLUDING ENVIRONMENTAL CONDITIONS) ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASE GRANTOR OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS THAT MAY ARISE UNDER ANY ENVIRONMENTAL LAWS, INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED, 42 U.S.C. § 9601 *ET SEQ.*, THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED, 42 U.S.C. § 6901 *ET. SEQ.*, THE OIL POLLUTION ACT 33 U.S.C. § 2701 *ET SEQ.*, AND THE MISSISSIPPI SOLID WASTE DISPOSAL LAW, MISS. CODE ANN. § 17-17-1 *ET SEQ.*; THE MISSISSIPPI AIR AND WATER POLLUTION CONTROL LAW, MISS. CODE ANN. § 49-17-1 *ET SEQ.*; THE MISSISSIPPI UNDERGROUND STORAGE TANK ACT, MISS. CODE ANN. § 49-17-401 *ET SEQ.* GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS DISCLAIMER AND RELEASE HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS SAME.**